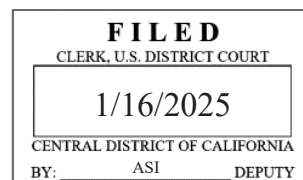


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11 Attorneys for Plaintiff
12 UNITED STATES OF AMERICA

13 UNITED STATES DISTRICT COURT

14 FOR THE CENTRAL DISTRICT OF CALIFORNIA

15 UNITED STATES OF AMERICA,

16 Plaintiff,

17 v.

18 ERIC CHASE SAAVEDRA,

19 Defendant.

No. CR 2:25-cr-00035-DSF

PLEA AGREEMENT FOR DEFENDANT
ERIC CHASE SAAVEDRA

20
21 1. This constitutes the plea agreement between ERIC CHASE
22 SAAVEDRA ("defendant") and the United States Attorney's Office for
23 the Central District of California (the "USAO") in the investigation
24 of certain acts committed by defendant in furtherance of a conspiracy
25 against rights under color of law. This agreement is limited to the
26 USAO and cannot bind any other federal, state, local, or foreign
27 prosecuting, enforcement, administrative, or regulatory authorities.
28

DEFENDANT'S OBLIGATIONS

2. Defendant agrees to:

a. Give up the right to indictment by a grand jury and, at the earliest opportunity requested by the USAO and provided by the Court, appear and plead guilty to a two-count information in the form attached to this agreement as Exhibit B or a substantially similar form, which charges defendant with conspiracy against rights, in violation of 18 U.S.C. § 241 (Count One), and false subscription to a tax return, in violation of 26 U.S.C. § 7206(1) (Count Two).

b. Not contest the Factual Basis agreed to in this agreement.

c. Abide by all agreements regarding sentencing contained in this agreement.

d. Appear for all court appearances, surrender as ordered for service of sentence, obey all conditions of any bond, and obey any other ongoing court order in this matter.

e. Not commit any crime; however, offenses that would be excluded for sentencing purposes under United States Sentencing Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not within the scope of this agreement.

f. Be truthful at all times with the United States Probation and Pretrial Services Office and the Court.

g. Pay the applicable special assessments at or before the time of sentencing unless defendant has demonstrated a lack of ability to pay such assessments.

3. Defendant further agrees:

a. To forfeit all right, title, and interest in and to any and all monies, properties, and/or assets of any kind, derived

1 from or acquired as a result of, or used to facilitate the commission
2 of, or involved in the illegal activity to which defendant is
3 pleading guilty, specifically including, but not limited to, the
4 following:

- 5 i. 5 Louis Vuitton wallets
- 6 ii. 32 Louis Vuitton bags
- 7 iii. 1 Louis Vuitton fanny pack
- 8 iv. 1 Goyard tote
- 9 v. 2 Bottega Veneta bags
- 10 vi. 8 Gucci bags
- 11 vii. 1 YSL bag
- 12 viii. 1 Celine or Chloe bag
- 13 ix. 1 Gucci wallet
- 14 x. 2 pairs of Hermes sandals
- 15 xi. 1 Valentino bag
- 16 xii. 27 pairs of Gucci shoes
- 17 xiii. 5 pairs of Louis Vuitton shoes
- 18 xiv. 2 Pairs of Chanel shoes
- 19 xv. 1 pair of Bottega heels
- 20 xvi. 4 pairs of Prada shoes
- 21 xvii. 2 pairs of YSL shoes
- 22 xviii. 5 pairs of Louboutin heels
- 23 xix. 3 pairs of Valentino shoes
- 24 xx. 3 Louis Vuitton sunglasses
- 25 xxi. 1 Gucci sunglasses
- 26 xxii. 1 Chanel sunglasses
- 27 xxiii. 1 Chanel bag; and
- 28 xxiv. A money counting machine.

1 b. To the Court's entry of an order of forfeiture at or
2 before sentencing with respect to the Forfeitable Assets and to the
3 forfeiture of the assets.

4 c. To take whatever steps are necessary to pass to the
5 United States clear title to the Forfeitable Assets, including,
6 without limitation, the execution of a consent decree of forfeiture
7 and the completing of any other legal documents required for the
8 transfer of title to the United States.

9 d. Not to contest any administrative forfeiture
10 proceedings or civil judicial proceedings commenced against the
11 Forfeitable Assets. If defendant submitted a claim and/or petition
12 for remission for all or part of the Forfeitable Assets on behalf of
13 himself or any other individual or entity, defendant shall and hereby
14 does withdraw any such claims or petitions, and further agrees to
15 waive any right he may have to seek remission or mitigation of the
16 forfeiture of the Forfeitable Assets.

17 e. Not to assist any other individual in any effort
18 falsely to contest the forfeiture of the Forfeitable Assets.

19 f. Not to claim that reasonable cause to seize the
20 Forfeitable Assets was lacking.

21 g. To prevent the transfer, sale, destruction, or loss of
22 any and all assets described above to the extent defendant has the
23 ability to do so.

24 h. To fill out and deliver to the USAO a completed
25 financial statement listing defendant's assets on a form provided by
26 the USAO.

1 i. That forfeiture of Forfeitable Assets shall not be
2 counted toward satisfaction of any special assessment, fine,
3 restitution, costs, or other penalty the Court may impose.

4 4. The parties further agree that, pursuant to the Asset
5 Forfeiture Policy Manual (2023), Chapter 14, Sec. II.B. and 28 C.F.R.
6 Part 9.8, upon a determination by the government that it can make the
7 required representations set forth therein, and if requested by
8 defendant, the government will submit a restoration request to the
9 Money Laundering and Asset Recovery Section of the Department of
10 Justice, seeking approval for any assets forfeited to be restored to
11 the victims in this case, which may, in turn, satisfy in full or part
12 any restitution order. Defendant has acknowledged that the Attorney
13 General, or his designee, has the sole discretion to approve or deny
14 the restoration request.

15 5. With respect to any criminal forfeiture ordered as a result
16 of this plea agreement, defendant waives: (1) the requirements of
17 Federal Rules of Criminal Procedure 32.2 and 43(a) regarding notice
18 of the forfeiture in the charging instrument, announcements of the
19 forfeiture sentencing, and incorporation of the forfeiture in the
20 judgment; (2) all constitutional and statutory challenges to the
21 forfeiture (including by direct appeal, habeas corpus or any other
22 means); and (3) all constitutional, legal, and equitable defenses to
23 the forfeiture of the Forfeitable Assets in any proceeding on any
24 grounds including, without limitation, that the forfeiture
25 constitutes an excessive fine or punishment. Defendant acknowledges
26 that forfeiture of the Forfeitable Assets is part of the sentence
27 that may be imposed in this case and waives any failure by the Court
28 to advise defendant of this, pursuant to Federal Rule of Criminal

1 Procedure 11(b) (1) (J), at the time the Court accepts defendant's
2 guilty pleas.

3 6. Defendant admits that defendant received unreported income
4 of \$373,146 for the year 2021. Defendant agrees that:

5 a. Prior to sentencing or prior to June 30, 2025,
6 whichever comes first, defendant will: (1) if requested to do so by
7 the Internal Revenue Service ("IRS"), file amended returns for the
8 years subject to the above admissions, correctly reporting unreported
9 income and correcting improper deductions and credits; (2) if
10 requested to do so by the IRS, provide the IRS with information
11 regarding the years covered by the returns; (3) pay all additional
12 taxes and all penalties and interest assessed by the IRS on the basis
13 of the returns; and (4) pay all additional taxes and all penalties
14 and interest thereafter determined by the IRS to be owing as a result
15 of any computational error(s).

16 b. Nothing in this agreement forecloses or limits the
17 ability of the IRS to examine and make adjustments to defendant's
18 returns after they are filed.

19 c. If defendant files amended returns, defendant will
20 not, after filing the returns, file any claim for refund of taxes,
21 penalties, or interest for amounts attributable to the returns filed
22 in connection with this plea agreement.

23 d. Defendant is liable for the tax deficiencies resulting
24 from the failure to report this income and the fraud penalty imposed
25 by the Internal Revenue Code, 26 U.S.C. § 6663, on the
26 understatements of tax liability for the year 2021.

27 e. Defendant gives up any and all objections that could
28 be asserted to the Examination Division of the Internal Revenue

1 Service receiving materials or information obtained during the
2 criminal investigation of this matter, including materials and
3 information obtained through grand jury subpoenas.

4 f. Defendant will work in good faith with the IRS to
5 enter into a closing agreement for the year 2021, which will be
6 consistent with this plea agreement and permit the IRS to assess and
7 collect the deficiencies in tax liabilities for the tax year 2021
8 (the "Closing Agreement"). Defendant agrees, pursuant to the Closing
9 Agreement, that the IRS may assess and collect the fraud penalty for
10 each year and statutory interest, on the tax liabilities, as provided
11 by law.

12 g. Within 30 days from the filing of this plea agreement,
13 defendant will sign the Closing Agreement with the IRS, permitting
14 the IRS to assess and collect the total sum of \$104,000 for the
15 defendant's tax year 2021, which comprises the tax liabilities, as
16 well as assess and collect the civil fraud penalty and statutory
17 interest, on the tax liabilities, as provided by law.

18 THE USAO'S OBLIGATIONS

19 7. The USAO agrees to:

20 a. Not contest the Factual Basis agreed to in this
21 agreement.

22 b. Abide by all agreements regarding sentencing contained
23 in this agreement.

24 c. At the time of sentencing, provided that defendant
25 demonstrates an acceptance of responsibility for the offenses up to
26 and including the time of sentencing, recommend a two-level reduction
27 in the applicable Sentencing Guidelines offense level, pursuant to
28

1 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an
2 additional one-level reduction if available under that section.

3 NATURE OF THE OFFENSES

4 8. Defendant understands that for defendant to be guilty of
5 the crime charged in Count One of the information, that is,
6 conspiracy against rights, in violation of Title 18, United States
7 Code, Section 241, the following must be true: (1) there was an
8 agreement between two or more persons to injure, oppress, threaten,
9 or intimidate a person in the free exercise or enjoyment of his or
10 her rights secured by the Constitution and laws of the United States;
11 here, the right to be free from unreasonable searches and seizures
12 and the right to be free from deprivation of property without due
13 process of law by one acting under color of law; (2) defendant
14 knowingly became a member of the conspiracy with the intent to
15 further the conspiracy; and (3) the victim was present in the State
16 of California.

17 9. Defendant understands that for defendant to be guilty of
18 the crime charged in Count Two of the information, that is, false
19 subscription to a tax return, in violation of Title 26, United States
20 Code, Section 7206(1), the following must be true: (1) defendant made
21 and signed a tax return for the year 2021 that he knew contained
22 false information as to a material matter; (2) the return contained a
23 written declaration that it was being signed subject to the penalties
24 of perjury; and (3) in filing the false tax return, the defendant
25 acted willfully. A matter is material if it had a natural tendency
26 to influence, or was capable of influencing, the decisions or
27 activities of the IRS. A defendant acts willfully when defendant
28

1 knows that federal tax law imposed a duty on defendant and defendant
2 intentionally and voluntarily violated that duty.

3 PENALTIES AND RESTITUTION

4 10. Defendant understands that the statutory maximum sentence
5 that the Court can impose for a violation of Title 18, United States
6 Code, Section 241 (Count One) is: 10 years' imprisonment; a 3-year
7 period of supervised release; a fine of \$250,000 or twice the gross
8 gain or gross loss resulting from the offense, whichever is greatest;
9 and a mandatory special assessment of \$100.

10 11. Defendant understands that the statutory maximum sentence
11 that the Court can impose for a violation of Title 26, United States
12 Code, Section 7206(1) is: three years' imprisonment; a one-year
13 period of supervised release; a fine of \$250,000 or twice the gross
14 gain or gross loss resulting from the offense, whichever is greatest;
15 and a mandatory special assessment of \$100.

16 12. Defendant understands, therefore, that the total maximum
17 sentence for all offenses to which defendant is pleading guilty is:
18 13 years' imprisonment; a three-year period of supervised release; a
19 fine of \$500,000 or twice the gross gain or gross loss resulting from
20 the offenses, whichever is greatest; and a mandatory special
21 assessment of \$200.

22 13. Defendant understands that he will be required to pay full
23 restitution to the victim(s) of the offenses to which defendant is
24 pleading guilty. Defendant agrees that, in return for the USAO's
25 compliance with its obligations under this agreement, the Court may
26 order restitution to persons other than the victim(s) of the offenses
27 to which defendant is pleading guilty and in amounts greater than
28 those alleged in the counts to which defendant is pleading guilty.

1 In particular, defendant agrees that the Court may order restitution
2 to any victim of any of the following for any losses suffered by that
3 victim as a result: (a) any relevant conduct, as defined in U.S.S.G.
4 § 1B1.3, in connection with the offenses to which defendant is
5 pleading guilty; and (b) any charges not prosecuted pursuant to this
6 agreement as well as all relevant conduct, as defined in U.S.S.G.
7 § 1B1.3, in connection with those counts and charges. With respect
8 to Count Two, the parties stipulate that the appropriate amount of
9 restitution should be the tax deficiencies plus penalties and
10 interest set forth in the Closing Agreement referenced in paragraph
11 5. The parties have no agreement as to the applicable amount of
12 restitution relating to Count One. The parties recognize and agree
13 that the restitution amount could change based on facts that come to
14 the attention of the parties prior to sentencing. The parties agree
15 that generally such restitution payments are tax deductible against
16 income, pursuant to 26 U.S.C. § 165(c), in the year the restitution
17 payments are made; however, defendant understands that defendant is
18 solely responsible for ensuring that his tax filings are accurate and
19 in compliance with all legal requirements.

20 14. Defendant understands and agrees that the Court: (a) may
21 order defendant to pay restitution in the form of any additional
22 taxes, interest, and penalties that defendant owes to the United
23 States based upon the counts of conviction and any relevant conduct;
24 and (b) must order defendant to pay the costs of prosecution, which
25 may be in addition to the statutory maximum fine stated above.

26 15. The government is not precluded from pursuing, in excess of
27 any payment schedule set by the Court, any and all available remedies
28

1 by which to satisfy defendant's payment of the full financial
2 obligation, including referral to the Treasury Offset Program.

3 16. Defendant understands that supervised release is a period
4 of time following imprisonment during which defendant will be subject
5 to various restrictions and requirements. Defendant understands that
6 if defendant violates one or more of the conditions of any supervised
7 release imposed, defendant may be returned to prison for all or part
8 of the term of supervised release authorized by statute for the
9 offense that resulted in the term of supervised release, which could
10 result in defendant serving a total term of imprisonment greater than
11 the statutory maximum stated above.

12 17. Defendant understands that, by pleading guilty, defendant
13 may be giving up valuable government benefits and valuable civic
14 rights, such as the right to vote, the right to possess a firearm,
15 the right to hold office, and the right to serve on a jury.
16 Defendant understands that he is pleading guilty to a felony and that
17 it is a federal crime for a convicted felon to possess a firearm or
18 ammunition. Defendant understands that the convictions in this case
19 may also subject defendant to various other collateral consequences,
20 including but not limited to revocation of probation, parole, or
21 supervised release in another case and suspension or revocation of a
22 professional license. Defendant understands that unanticipated
23 collateral consequences will not serve as grounds to withdraw
24 defendant's guilty pleas.

25 18. Defendant and his counsel have discussed the fact that, and
26 defendant understands that, if defendant is not a United States
27 citizen, the convictions in this case make it practically inevitable
28 and a virtual certainty that defendant will be removed or deported

1 from the United States. Defendant may also be denied United States
2 citizenship and admission to the United States in the future.
3 Defendant understands that while there may be arguments that
4 defendant can raise in immigration proceedings to avoid or delay
5 removal, removal is presumptively mandatory and a virtual certainty
6 in this case. Defendant further understands that removal and
7 immigration consequences are the subject of a separate proceeding and
8 that no one, including his attorney or the Court, can predict to an
9 absolute certainty the effect of his convictions on his immigration
10 status. Defendant nevertheless affirms that he wants to plead guilty
11 regardless of any immigration consequences that his pleas may entail,
12 even if the consequence is automatic removal from the United States.

13 FACTUAL BASIS

14 19. Defendant admits that defendant is, in fact, guilty of the
15 offenses to which defendant is agreeing to plead guilty. Defendant
16 and the USAO agree to the Factual Basis provided in Exhibit A hereto
17 and agree that this Factual Basis is sufficient to support pleas of
18 guilty to the charges described in this agreement and to establish
19 the Sentencing Guidelines factors set forth in paragraph 21 below but
20 is not meant to be a complete recitation of all facts relevant to the
21 underlying criminal conduct or all facts known to either party that
22 relate to that conduct.

23 SENTENCING FACTORS

24 20. Defendant understands that in determining defendant's
25 sentence the Court is required to calculate the applicable Sentencing
26 Guidelines range and to consider that range, possible departures
27 under the Sentencing Guidelines, and the other sentencing factors set
28 forth in 18 U.S.C. § 3553(a). Defendant understands that the

1 Sentencing Guidelines are advisory only, that defendant cannot have
 2 any expectation of receiving a sentence within the calculated
 3 Sentencing Guidelines range, and that after considering the
 4 Sentencing Guidelines and the other § 3553(a) factors, the Court will
 5 be free to exercise its discretion to impose any sentence it finds
 6 appropriate up to the maximum set by statute for the crimes of
 7 conviction.

8 21. Defendant and the USAO agree to the following applicable
 9 Sentencing Guidelines factors:

10 **Count One (18 U.S.C. § 241)**

11	Base Offense Level:	12	U.S.S.G. § 2H1.1(a)(2)
12	Defendant was a public	6	U.S.S.G. § 2H1.1(b)(1)
13	official at the time of the		
14	offense; offense was		
	committed under color of law:		

15 **Count Two (26 U.S.C. § 7206(1))**

16	Base Offense Level:	16	U.S.S.G. § 2T4.1(F)
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17 **Combined Offense Level (U.S.S.G. § 3D1.4)**

18 Count One Group (offense level 18) = 1 unit

19 Count Two Group (offense level 16) = 1 unit

20 Total units: 2

21 Combined offense level: 20 (offense level 18 plus 2 levels)

22
 23 Defendant and the USAO reserve the right to argue that additional
 24 specific offense characteristics, adjustments, and departures under
 25 the Sentencing Guidelines are appropriate.

26 22. Defendant understands that there is no agreement as to
 27 defendant's criminal history or criminal history category.

1 23. Defendant and the USAO reserve the right to argue for a
2 sentence outside the sentencing range established by the Sentencing
3 Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1),
4 (a)(2), (a)(3), (a)(6), and (a)(7).

5 WAIVER OF CONSTITUTIONAL RIGHTS

6 24. Defendant understands that by pleading guilty, defendant
7 gives up the following rights:

8 a. The right to persist in a plea of not guilty.

9 b. The right to a speedy and public trial by jury.

10 c. The right to be represented by counsel -- and if
11 necessary have the Court appoint counsel -- at trial. Defendant
12 understands, however, that defendant retains the right to be
13 represented by counsel -- and if necessary have the Court appoint
14 counsel -- at every other stage of the proceeding.

15 d. The right to be presumed innocent and to have the
16 burden of proof placed on the government to prove defendant guilty
17 beyond a reasonable doubt.

18 e. The right to confront and cross-examine witnesses
19 against defendant.

20 f. The right to testify and to present evidence in
21 opposition to the charges, including the right to compel the
22 attendance of witnesses to testify.

23 g. The right not to be compelled to testify, and, if
24 defendant chose not to testify or present evidence, to have that
25 choice not be used against defendant.

26 h. Any and all rights to pursue any affirmative defenses,
27 Fourth Amendment or Fifth Amendment claims, and other pretrial
28 motions that have been filed or could be filed.

WAIVER OF APPEAL OF CONVICTION

25. Defendant understands that, with the exception of an appeal based on a claim that defendant's guilty pleas were involuntary, by pleading guilty defendant is waiving and giving up any right to appeal defendant's convictions on the offenses to which defendant is pleading guilty. Defendant understands that this waiver includes, but is not limited to, arguments that the statutes to which defendant is pleading guilty are unconstitutional, and any and all claims that the Factual Basis provided herein is insufficient to support defendant's pleas of guilty.

WAIVER OF APPEAL OF SENTENCE AND COLLATERAL ATTACK

26. Defendant agrees that, provided the Court imposes a total term of imprisonment on all counts of conviction of no more than 30 months, defendant gives up the right to appeal all of the following: (a) the procedures and calculations used to determine and impose any portion of the sentence; (b) the term of imprisonment imposed by the Court; (c) the fine imposed by the Court, provided it is within the statutory maximum; (d) the amount and terms of any restitution order; (e) to the extent permitted by law, the constitutionality or legality of defendant's sentence, provided it is within the statutory maximum; (f) the term of probation or supervised release imposed by the Court, provided it is within the statutory maximum; and (g) any of the following conditions of probation or supervised release imposed by the Court: the conditions set forth in Second Amended General Order 20-04 of this Court; the drug testing conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the alcohol and drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

1 27. Defendant also gives up any right to bring a post-
2 conviction collateral attack on the convictions or sentence,
3 including any order of restitution, except a post-conviction
4 collateral attack based on a claim of ineffective assistance of
5 counsel or an explicitly retroactive change in the applicable
6 Sentencing Guidelines, sentencing statutes, or statutes of
7 conviction. Defendant understands that this waiver includes, but is
8 not limited to, arguments that the statutes to which defendant is
9 pleading guilty are unconstitutional, that newly discovered evidence
10 purportedly supports defendant's innocence, and any and all claims
11 that the Factual Basis provided herein is insufficient to support
12 defendant's pleas of guilty.

13 28. The USAO agrees that, provided (a) all portions of the
14 sentence are at or below the statutory maximum specified above and
15 (b) the Court imposes a term of imprisonment of no less than 24
16 months, the USAO gives up its right to appeal any portion of the
17 sentence.

18 RESULT OF WITHDRAWAL OF GUILTY PLEA

19 29. Defendant agrees that if, after entering guilty pleas
20 pursuant to this agreement, defendant seeks to withdraw and succeeds
21 in withdrawing defendant's guilty pleas on any basis other than a
22 claim and finding that entry into this plea agreement was
23 involuntary, then the USAO will be relieved of all of its obligations
24 under this agreement.

25 EFFECTIVE DATE OF AGREEMENT

26 30. This agreement is effective upon signature and execution of
27 all required certifications by defendant, defendant's counsel, and an
28 Assistant United States Attorney.

1 BREACH OF AGREEMENT

2 31. Defendant agrees that if defendant, at any time after the
3 signature of this agreement and execution of all required
4 certifications by defendant, defendant's counsel, and an Assistant
5 United States Attorney, knowingly violates or fails to perform any of
6 defendant's obligations under this agreement ("a breach"), the USAO
7 may declare this agreement breached. All of defendant's obligations
8 are material, a single breach of this agreement is sufficient for the
9 USAO to declare a breach, and defendant shall not be deemed to have
10 cured a breach without the express agreement of the USAO in writing.
11 If the USAO declares this agreement breached, and the Court finds
12 such a breach to have occurred, then: (a) if defendant has previously
13 entered guilty pleas pursuant to this agreement, defendant will not
14 be able to withdraw the guilty pleas, and (b) the USAO will be
15 relieved of all its obligations under this agreement.

16 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

17 OFFICE NOT PARTIES

18 32. Defendant understands that the Court and the United States
19 Probation and Pretrial Services Office are not parties to this
20 agreement and need not accept any of the USAO's sentencing
21 recommendations or the parties' agreements to the Factual Basis or
22 sentencing factors.

23 33. Defendant understands that both defendant and the USAO are
24 free to: (a) supplement the Factual Basis by supplying relevant
25 information to the United States Probation and Pretrial Services
26 Office and the Court, (b) correct any and all factual misstatements
27 relating to the Court's Sentencing Guidelines calculations and
28 determination of sentence, and (c) argue on appeal and collateral

1 review that the Court's Sentencing Guidelines calculations and the
2 sentence it chooses to impose are not error, although each party
3 agrees to maintain its view that the calculations in paragraph 21 are
4 consistent with the facts of this case. While this paragraph permits
5 both the USAO and defendant to submit full and complete factual
6 information to the United States Probation and Pretrial Services
7 Office and the Court, even if that factual information may be viewed
8 as inconsistent with the agreed upon Factual Basis in this agreement,
9 this paragraph does not affect defendant's and the USAO's obligations
10 not to contest the Factual Basis agreed to in this agreement.

11 34. Defendant understands that even if the Court ignores any
12 sentencing recommendation, finds facts or reaches conclusions
13 different from those agreed to, and/or imposes any sentence up to the
14 maximum established by statute, defendant cannot, for that reason,
15 withdraw defendant's guilty pleas, and defendant will remain bound to
16 fulfill all defendant's obligations under this agreement. Defendant
17 understands that no one -- not the prosecutor, defendant's attorney,
18 or the Court -- can make a binding prediction or promise regarding
19 the sentence defendant will receive, except that it will be within
20 the statutory maximum.

21 NO ADDITIONAL AGREEMENTS

22 35. Defendant understands that, except as set forth herein,
23 there are no promises, understandings, or agreements between the USAO
24 and defendant or defendant's attorney, and that no additional
25 promise, understanding, or agreement may be entered into unless in a
26 writing signed by all parties or on the record in court.

PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

36. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE
FOR THE CENTRAL DISTRICT OF
CALIFORNIA

E. MARTIN ESTRADA
United States Attorney

J. JAMARI BUXTON
DANIEL J. O'BRIEN
MAXWELL COLL
Assistant United States Attorneys

1/13/25

Date

ERIC CHASE SAAVEDRA
Defendant

1/7/25
Date

BRIAN GURWITZ
Attorney for Defendant Eric Chase
Saavedra

1/7/25
Date

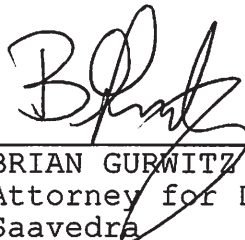
CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or representations of any kind have been made to me other than those contained in this agreement. No one has threatened or forced me in any way to enter into this agreement. I am satisfied with the representation of my attorney in this matter, and I am pleading guilty because I am guilty of the charges and wish to take advantage of the promises set forth in this agreement, and not for any other reason.


ERIC CHASE SAAVEDRA
DefendantDate 1/7/25

CERTIFICATION OF DEFENDANT'S ATTORNEY

I am Eric Chase Saavedra's attorney. I have carefully and thoroughly discussed every part of this agreement with my client. Further, I have fully advised my client of his rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. To my knowledge: no promises, inducements, or representations of any kind have been made to my client other than those contained in this agreement; no one has threatened or forced my client in any way to enter into this agreement; my client's decision to enter into this agreement is an informed and voluntary one; and the factual basis set forth in this agreement is sufficient to support my client's entry of guilty pleas pursuant to this agreement.


BRIAN GURWITZ
Attorney for Defendant Eric Chase
Saavedra

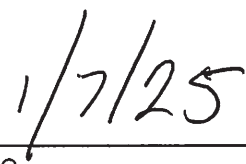

Date

EXHIBIT A**FACTUAL BASIS****I. Defendant and Other LASD Deputies Began Working for Adam Iza**

1. At all times relevant to this Factual Basis, defendant ERIC CHASE SAAVEDREA ("defendant") was a sworn law enforcement officer employed by the Los Angeles County Sheriff's Department ("LASD"). Defendant was a detective assigned to LASD's Operation Safe Streets Bureau. Defendant also served as a federal task force officer assigned to the U.S. Marshals Service's Pacific Southwest Regional Fugitive Task Force. As a LASD deputy, defendant was subject to an oath of duty and rules of conduct. This oath and these rules prohibited LASD personnel from using their law enforcement status and related equipment for personal use or for non-legitimate law enforcement purposes.

2. By virtue of these positions, defendant had access to sensitive law enforcement databases and other confidential databases from which he could obtain personally identifiable information ("PII") regarding individuals, including addresses, registered vehicles, and criminal backgrounds. Per LASD policy, defendant was to use these law enforcement databases for official law enforcement purposes only.

3. In or around 2018, when defendant was assigned to LASD's Lakewood Station, defendant got a tattoo on his left ankle of the unofficial logo of the Lakewood Station, which was a spade with the number 13 inside of it. Defendant got the tattoo after a panel of tattooed Lakewood Station members voted to approve defendant's tattoo. Defendant was the 55th person to get that tattoo.

1 4. In or around August 2021, defendant formed a company called
2 Saavedra & Associates LLC ("Saavedra & Associates"). Saavedra &
3 Associates provided private security services for clients and often
4 employed active LASD deputies and law enforcement officers.

5 5. In or around August 2021, one or more LASD deputies who had
6 recently worked security for a wealthy individual named Adam Iza
7 ("Iza") at Iza's mansion in Bel Air told defendant that Iza was
8 interested in procuring security-related services from defendant.
9 Defendant met with Iza soon thereafter, and Iza engaged Saavedra &
10 Associates to provide security services for him that same month.

11 6. Although Iza's security-related needs varied, defendant
12 typically staffed teams of at least two security guards to accompany
13 Iza twenty-four hours per day and seven days per week. The teams of
14 security guards typically worked in twelve-hour shifts. Defendant
15 recruited approximately 20 to 25 LASD deputies, as well as at least
16 one former LASD deputy and a sibling of a LASD deputy, to work the
17 shifts. Defendant occasionally worked the shifts himself. The LASD
18 deputies, including defendant, typically carried firearms while
19 working for Iza and sometimes displayed their LASD badges.

20 7. Iza typically paid defendant and/or Saavedra & Associates
21 approximately \$100,000 per month for security-related services. Iza
22 made the payments through a combination of wire transfers and cash
23 payments from bank accounts associated with Iza, including bank
24 accounts for Zort, Inc., Dream Agency, Inc., and Rise Agency, Inc.

25 8. Defendant, in turn, paid the LASD deputies and non-law
26 enforcement officers who worked for Iza under the umbrella of
27 Saavedra & Associates approximately \$750 for each shift they worked.
28

1 Defendant typically paid the security guards in cash, although he
2 occasionally made wire transfers to them.

3 9. Defendant and Saavedra & Associates provided security-
4 related services for Iza from in or around August 2021 until in or
5 around March 2022, when Iza left the United States for Dubai.
6 Defendant and Saavedra & Associates resumed providing security-
7 related services for Iza when Iza returned to the Los Angeles area in
8 or around July 2024. These services continued until Iza's arrest by
9 federal agents in or around September 2024.

10 10. During the time defendant worked for Iza, defendant, Iza,
11 and the other LASD deputies working for Iza communicated with one
12 another using the encrypted messaging application Telegram. They did
13 so, among other reasons, to avoid detection by law enforcement.

14 11. At all times relevant to this Factual Basis, defendant knew
15 and understood that the Constitution and laws of the United States
16 protect the right to be free from unreasonable searches and seizures
17 and the right to be free from deprivation of property without due
18 process of law by one acting under color of law.

19 **II. Defendant Accessed Sensitive and Confidential Databases to**
20 **Supply PII to Iza in Violation of LASD Policy**

21 12. Beginning in or around fall 2021, defendant regularly used
22 his LASD credentials to access sensitive law enforcement databases
23 and confidential databases to obtain PII for Iza, his private client.
24 This included PII regarding people with whom Iza had personal and/or
25 business disputes, their associates, and their family members.
26 Defendant sometimes tasked LASD deputies working for Saavedra &
27 Associates to secure PII for Iza, as well.

1 13. Defendant knew that he was not authorized under LASD rules
2 to access or use such PII for non-law enforcement matters or to share
3 it with private clients. Defendant did so because he wanted to
4 impress Iza with his access to law enforcement information and to
5 continue to receive lucrative business from Iza.

6 14. Defendant and other LASD deputies supplied Iza with PII
7 relating to Victim R.C., Victim E.Z, Victim D.D., their associates,
8 and their family members, among others. Although defendant did not
9 always know how Iza intended to use the PII, defendant generally
10 understood that Iza could use the PII, among other things, to locate
11 individuals and/or property Iza wanted to take from people, and
12 potentially to intimidate, threaten, and/or harass people and to
13 commit crimes.

14 **III. Defendant Helped Secure a Warrant to Search Victim R.C.'s**
15 **Residence Under False Pretenses**

16 15. In or around September 2021, Iza introduced defendant to
17 Iza's associate, Individual 1, at a party at Iza's mansion in Bel Air
18 and said that Iza's associate had information for defendant. In
19 Iza's presence, Individual 1 told defendant that Individual 1 knew a
20 significant drug dealer whom Individual 1 identified as Victim R.C.
21 Individual 1 told defendant that Victim R.C. currently sold cocaine
22 and fentanyl and stored illegal drugs at Victim R.C.'s residence in
23 the Los Angeles area. Later that day, defendant had a private
24 conversation with Individual 1 during which Individual 1 repeated
25 similar statements to defendant.

26 16. At the time Individual 1 made the statements about Victim
27 R.C. to defendant, defendant was aware that two LASD deputies working
28 for Iza, LASD Deputy 5 and LASD Deputy 6, had recently held a person

1 at gunpoint in Iza's residence after which Iza forced that person to
2 transfer money to Iza. Defendant did not know at the time that
3 Victim R.C. was the person the two deputies held at gunpoint.

4 17. In the weeks after Iza introduced defendant to Individual
5 1, Iza asked defendant multiple times about a narcotics search
6 warrant related to Victim R.C.

7 18. On or about September 24, 2021, defendant contacted a LASD
8 narcotics detective and relayed the information he received from
9 Individual 1. Defendant knew that supplying the information to the
10 narcotics detective likely would cause law enforcement to investigate
11 Victim R.C., including by securing a warrant to search Victim R.C.'s
12 residence. Defendant contacted the narcotics detective because he
13 wanted to please Iza and to maintain Iza's business.

14 19. Defendant deliberately concealed important information from
15 the narcotics detective, namely, that: (a) defendant received the
16 information through a meeting facilitated by Iza, defendant's private
17 client; (b) Iza was paying defendant approximately \$100,000 per month
18 via Saavedra & Associates; and (c) LASD Deputy 5 and LASD Deputy 6
19 had recently held a person at gunpoint in Iza's residence, after
20 which Iza forced that person to send money to Iza. Defendant knew
21 that the information he provided to the narcotics detective was
22 incomplete and misleading and that any warrant based upon that
23 information would likely be unlawful.

24 20. Sometime after on or about October 12, 2021, the narcotics
25 detective informed defendant that law enforcement had obtained a
26 warrant to search Victim R.C.'s residence and that officers did not
27 find any illegal drugs inside the residence. Defendant later relayed
28 this information to Iza.

1 **IV. Defendant Falsified Information in a Search Warrant Affidavit to**
2 **Secure a Warrant to Locate Victim E.Z.'s Phone**

3 21. In or around late 2021, defendant learned about a dispute
4 between Iza and Victim E.Z. involving a laptop computer believed to
5 contain over \$100 million in cryptocurrency. Iza told defendant that
6 he wanted to get the laptop so that he could access and convert the
7 cryptocurrency on it. Iza initially told defendant the laptop was
8 stolen.

9 22. In or around late 2021, Iza informed defendant that he
10 believed Victim E.Z.'s associate, Victim D.D., may be in possession
11 of the laptop. On or about December 15, 2021, defendant, another
12 LASD deputy, LASD Deputy 7, Iza, and one of Iza's associates,
13 Individual 2, traveled to Victim D.D.'s residence in Orange County to
14 confront Victim D.D. Victim D.D. refused to open the door and spoke
15 to the group through a window. Defendant identified himself as a law
16 enforcement officer, displayed his badge, and told Victim D.D. that a
17 stolen laptop was pinging at Victim D.D.'s residence. Victim D.D.
18 denied possessing a stolen laptop, and someone contacted the police,
19 who arrived soon after. The police spoke with Victim D.D. and with
20 defendant and determined that there was nothing for the police to do.
21 Defendant, LASD Deputy 7, Iza, and Individual 2 eventually departed.

22 23. Iza and defendant continued to discuss Victim E.Z. and the
23 laptop at various points between in or around late 2021 and early
24 2022. Iza told defendant that he had engaged a private investigator
25 and had expended large sums of money to locate Victim E.Z. and the
26 laptop, without success. Iza told defendant that he was frustrated
27 by the lack of progress made by the private investigator.

1 24. During one such conversation, defendant volunteered that he
2 could use his position as a law enforcement officer to obtain a
3 search warrant for GPS location information associated with Victim
4 E.Z.'s phone. Defendant told Iza that the warrant would enable them
5 to locate Victim E.Z. and the laptop. Defendant volunteered to
6 secure a warrant for Victim E.Z.'s phone because defendant wanted to
7 please Iza and to maintain Iza's business.

8 25. On or about January 6, 2022, defendant applied for and
9 obtained a search warrant from a Los Angeles County Superior Court
10 judge authorizing law enforcement officers to obtain GPS location
11 information associated with several telephone numbers, including
12 Victim E.Z.'s number. In the sworn affidavit supporting the
13 application, defendant falsely stated that Victim E.Z.'s telephone
14 number was associated with a suspect in a firearms investigation.

15 26. Defendant began receiving pings from the service provider
16 for Victim E.Z.'s phone soon after the judge authorized the
17 illegally-obtained warrant. Defendant shared the pings identifying
18 the approximate location of Victim E.Z.'s phone with Iza. Defendant
19 thereafter set out to locate Victim E.Z. using the pings from the
20 service provider.

21 27. In or around early January 2022, defendant traveled to a
22 neighborhood in Los Angeles where GPS location information showed
23 Victim E.Z.'s phone was located. While searching the area, defendant
24 spotted Victim E.Z. outside a residence in an apartment complex.
25 Defendant notified Iza that he found Victim E.Z., and the two
26 proceeded to surveil the apartment complex and residence where
27 defendant had seen Victim E.Z. Iza later provided Victim E.Z.'s
28 address to others, including to the private investigator Iza had

1 engaged to locate Victim E.Z. and the laptop. The private
2 investigator and his team then surveilled Victim E.Z. for several
3 months.

4 **V. Defendant Created a Fake Search Warrant to Scare and Help Secure**
5 **Client 1 for Saavedra & Associates**

6 28. In or around 2022, Iza informed defendant that one of Iza's
7 associates in the Los Angeles area, Client 1, who was involved in
8 stealing large amounts of cryptocurrency, was interested in obtaining
9 private security. Iza told defendant that defendant and/or Saavedra
10 & Associates could secure Client 1's business if Client 1 believed
11 that Client 1 had something to worry about. Iza told defendant that
12 Iza wanted to scare Client 1 and make Client 1 believe that law
13 enforcement was investigating Client 1. Iza asked defendant to
14 prepare a fake search warrant naming Client 1 and stating that Client
15 1 was under investigation. Defendant agreed.

16 29. At Iza's direction, defendant created a fake search warrant
17 using an official LASD template to make it appear legitimate.
18 Defendant tailored the fake search warrant to scare Client 1 and to
19 make Client 1 believe that Client 1 was under investigation,
20 referencing, among other things, cryptocurrency and digital devices.
21 When he completed the fake search warrant, defendant directed another
22 LASD deputy, LASD Deputy 8, to print a copy of it and deliver it to
23 Iza so that Iza could present it to Client 1.

24 30. Soon thereafter, Client 1 engaged Saavedra & Associates to
25 provide security for Client 1. Client 1 paid defendant and/or
26 Saavedra & Associates for security-related services through Iza, who
27 acted as an intermediary.
28

1 **VI. Defendant Received Unreported Income and Subscribed to False Tax**
2 **Return**

3 31. Defendant and Saavedra & Associates provided security-
4 related services and received significant income during the year 2021
5 that defendant failed to declare on his individual tax return.
6 Specifically, during 2021, in Los Angeles County, within the Central
7 District of California, and elsewhere, defendant received unreported
8 income of \$373,146. On or about April 18, 2022, in San Bernardino
9 County, within the Central District of California, and elsewhere,
10 defendant made and signed a U.S. Individual Income Tax Return, Form
11 1040, for the calendar year 2021, that he knew contained false
12 information as to material matters; the return contained a written
13 declaration that the tax returns were being signed subject to the
14 penalties of perjury; and defendant intentionally and voluntarily
15 violated his known duty to obey federal tax laws. As a result of
16 such additional taxable income, there was additional income tax of
17 approximately \$104,000 due and owing to the United States of America
18 for the calendar year 2021.
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EXHIBIT B

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

ERIC CHASE SAAVEDRA,

Defendant.

No.

I N F O R M A T I O N

[18 U.S.C. § 241: Conspiracy
Against Rights; 26 U.S.C.
§ 7206(1): Making and Subscribing
to a False Tax Return; 18 U.S.C.
§ 924(d)(1), 26 U.S.C.
§ 7301 and 28 U.S.C. § 2461(c):
Criminal Forfeiture]

The United States Attorney charges:

INTRODUCTORY ALLEGATIONS

At times relevant to this Information:

1. The Los Angeles County Sheriff's Department ("LASD") was a law enforcement agency within the Central District of California. Among other responsibilities, the LASD provided municipal police

1 services within Los Angeles County, California, through its thousands
2 of sworn deputies.

3 2. Defendant ERIC CHASE SAAVEDREA, LASD Deputy 5, LASD Deputy
4 6, LASD Deputy 7, and LASD Deputy 8 were sworn law enforcement
5 officers employed by the LASD. As LASD deputies, defendant SAAVEDREA,
6 LASD Deputy 5, LASD Deputy 6, LASD Deputy 7, and LASD Deputy 8 were
7 subject to an oath of duty and rules of conduct. This oath and these
8 rules prohibited LASD personnel from using their law enforcement
9 status and related equipment for personal use or for non-legitimate
10 law enforcement purposes.

11 3. Defendant SAAVEDREA was a detective assigned to LASD's
12 Operation Safe Streets Bureau. Defendant SAAVEDREA also served as a
13 federal task force officer assigned to the U.S. Marshals Service's
14 Pacific Southwest Regional Fugitive Task Force.

15 4. By virtue of his positions, defendant SAAVEDREA had access
16 to sensitive law enforcement databases and other confidential
17 databases from which he could obtain personally identifiable
18 information ("PII") regarding individuals, including addresses,
19 registered vehicles, and criminal backgrounds. Per LASD policy,
20 defendant SAAVEDREA knew he was to use these law enforcement databases
21 for official law enforcement purposes only.

22 5. Defendant SAAVEDREA knew and understood that the
23 Constitution and laws of the United States protect the right to be
24 free from unreasonable searches and seizures and the right to be free
25 from deprivation of property without due process of law by one acting
26 under color of law.

27 6. Defendant SAAVEDREA owned and operated a company called
28 Saavedra & Associates LLC ("Saavedra & Associates") that provided

1 private security services for clients and often employed active LASD
2 deputies and law enforcement officers. Saavedra & Associates was
3 registered with the Internal Revenue Service ("IRS") as an S
4 corporation.

5 7. Defendant SAAVEDRA controlled three bank accounts opened in
6 the name of Saavedra & Associates, including two accounts at Bank of
7 America and one account at JPMorgan Chase (the "Saavedra & Associates
8 Bank Accounts").

9 8. Adam Iza, also known as ("aka") "The Godfather," aka "Ahmed
10 Faiq," aka "Diego," aka "Diego Facebook," aka "Tony Brambilla," aka
11 "Leo" ("Iza"), was engaged in fraudulent marketing and cryptocurrency
12 schemes and resided in Los Angeles County and Orange County,
13 California, within the Central District of California.

14 9. Defendant SAAVEDRA and Saavedra & Associates derived
15 substantial gross income from security-related services, including
16 for Iza, and used the Saavedra & Associates Bank Accounts to receive
17 such income.

18 10. Iza and Victim E.Z. were engaged in a dispute involving a
19 laptop computer believed to contain over \$100 million in
20 cryptocurrency accessible through multiple passcodes and private
21 keys.

22 11. The IRS was an agency of the United States Department of
23 Treasury responsible for administering the tax laws of the United
24 States and collecting taxes owed to the United States.

25 12. IRS Form 1040, U.S. Individual Income Tax Return ("Form
26 1040"), was a form generally used by individual U.S. taxpayers to
27 file annual income tax returns.

1 13. These Introductory Allegations are incorporated into each
2 count of this Information.

COUNT ONE

[18 U.S.C. § 241]

A. OBJECT OF THE CONSPIRACY

14. Beginning on a date unknown and continuing through in or around March 2022, in Los Angeles County and Orange County, within the Central District of California, and elsewhere, defendant ERIC CHASE SAAVEDRA, and others known and unknown to the United States Attorney, conspired and agreed with each other to knowingly and intentionally injure, oppress, threaten, and intimidate persons of the State of California, namely, Victim R.C., Victim E.Z., and Victim D.D., in the free exercise and enjoyment of rights secured to them by the Constitution and laws of the United States, that is, the right to be free from unreasonable searches and seizures and the right to be free from deprivation of property without due process of law by one acting under color of law.

15. More specifically, defendant SAAVEDRA, Iza, and others known and unknown to the United States Attorney, would enter into a scheme to intimidate, harass, and threaten individuals with whom Iza had disputes and to obtain property, including by using confidential information and court-authorized search warrants obtained by LASD deputies in their official capacities.

B. MEANS BY WHICH THE OBJECT OF THE CONSPIRACY WAS TO BE ACCOMPLISHED

16. The object of the conspiracy was to be accomplished, in substance, as follows:

a. Iza would hire active LASD deputies, through defendant SAAVEDRA and/or Saavedra & Associates, to act as Iza's personal

1 bodyguards, accompanying him 24 hours per day and seven days per
2 week.

3 b. Iza would pay large sums of money for the LASD deputies'
4 services, including through cash payments and wire transfers to
5 defendant SAAVEDRA and/or Saavedra & Associates.

6 c. The LASD deputies often would carry firearms and/or
7 brandish their LASD badges while accompanying Iza.

8 d. Iza would inform the LASD deputies about individuals with
9 whom he had personal and/or monetary disputes and obtain the LASD
10 deputies' assistance in gathering information about those
11 individuals; obtaining property from them; and/or retaliating against
12 them.

13 e. The LASD deputies would use their powers as sworn law
14 enforcement officers to improperly access sensitive law enforcement
15 databases and other confidential databases to obtain PII about
16 individuals, including addresses, registered vehicles, and criminal
17 backgrounds.

18 f. The LASD deputies would use their powers as sworn law
19 enforcement officers to improperly obtain court-authorized search
20 warrants related to individuals with whom defendant Iza had disputes,
21 including warrants to search individuals' residences and to obtain
22 location information associated with those individuals.

23 g. Iza, the LASD deputies, and their associates would use
24 confidential information that the LASD deputies obtained in their
25 official capacities to locate, intimidate, harass, threaten, and
26 extort individuals with whom defendant Iza had disputes and/or their
27 associates.

1 h. Iza, the LASD deputies, and their associates would plan to
2 steal, attempt to steal, and steal property from individuals with
3 whom defendant Iza had disputes and/or their associates.

4 i. Iza, the LASD deputies, and their associates would
5 intimidate, harass, and threaten individuals with whom defendant Iza
6 had disputes and/or their associates, including by threatening
7 violence and by using confidential information that the LASD deputies
8 obtained in their official capacities.

9 j. Iza and the LASD deputies and other associates would
10 conceal their activities by communicating using encrypted
11 communications applications, including Telegram, to avoid law
12 enforcement detection.

13 C. OVERT ACTS

14 On or about the following dates, in furtherance of the
15 conspiracy, and to accomplish the object of the conspiracy, defendant
16 SAAVEDRA and Iza, and others known and unknown to the United States
17 Attorney, committed and caused to be committed various overt acts
18 within the Central District of California, and elsewhere, including
19 the following:

20 **(1) IZA Paid Defendant SAAVEDRA and/or Saavedra & Associates**
21 **Large Sums to Provide Security Services for Him Through**
22 **Active LASD Deputies**

23 Overt Act No. 1: In or around August 2021, Iza engaged
24 Saavedra & Associates to provide security services for him.

25 Overt Act No. 2: Beginning in or around August 2021,
26 defendant SAAVEDRA staffed teams of at least two security guards,
27 which he selected from a roster of approximately 20-25 active LASD
28 deputies and several non-law enforcement officers, to accompany Iza

1 twenty-four hours per day and seven days per week, typically in
2 twelve-hour shifts; the LASD deputies, including defendant SAAVEDRA,
3 typically carried firearms and sometimes brandished their LASD badges
4 while working for Iza.

5 Overt Act No. 3: Beginning in around August 2021, Iza paid
6 defendant SAAVEDRA and/or Saavedra & Associates approximately
7 \$100,000 per month for security-related services through a
8 combination of wire transfers and cash payments from bank accounts
9 associated with Iza, including bank accounts for Zort, Inc., Dream
10 Agency, Inc., and Rise Agency, Inc.

11 Overt Act No. 4: Beginning in or around August 2021,
12 defendant SAAVEDRA paid the LASD deputies and non-law enforcement
13 officers who worked for Iza under the umbrella of Saavedra &
14 Associates approximately \$750 for each shift they worked, typically
15 in cash.

16 Overt Act No. 5: Beginning in or around August 2021, Iza,
17 defendant SAAVEDRA, and the other LASD deputies working for Iza
18 communicated with one another using the encrypted messaging
19 application Telegram, among other reasons, to avoid detection by law
20 enforcement.

21 Overt Act No. 6: In or around August 2021, defendant SAAVEDRA
22 learned that two LASD deputies working for Iza, LASD Deputy 5 and
23 LASD Deputy 6, had recently held a person at gunpoint in IZA's
24 residence after which IZA forced that person to transfer money to
25 IZA.

1 **(2) Defendant SAAVEDRA and Other LASD Deputies Used Their**
2 **Positions to Obtain PII for IZA**

3 Overt Act No. 7: Beginning in or around fall 2021, defendant
4 SAAVEDRA regularly used his LASD credentials to access sensitive law
5 enforcement databases and confidential databases to obtain PII for
6 Iza, including PII for individuals with whom IZA had personal and/or
7 business disputes, their associates, and their family members.

8 Overt Act No. 8: Beginning in or around fall 2021, defendant
9 SAAVEDRA sometimes tasked LASD deputies working for Saavedra &
10 Associates to secure PII for Iza.

11 Overt Act No. 9: Beginning in or around fall 2021 and
12 continuing into 2022, defendant SAAVEDRA and other LASD deputies
13 supplied Iza with PII relating to Victim R.C., Victim E.Z, Victim
14 D.D., and their associates and their family members, among others.

15 **(3) Defendant SAAVEDRA Helped Secure a Warrant to Search Victim**
16 **R.C.'s Residence Under False Pretenses**

17 Overt Act No. 10: In or around September 2021, Iza introduced
18 defendant SAAVEDRA to Iza's associate, Individual 1, at a party at
19 Iza's mansion in Bel Air and said that Iza's associate had
20 information for defendant.

21 Overt Act No. 11: In or around September 2021, during the
22 party at Iza's residence, Individual 1 told defendant SAAVEDRA, in
23 Iza's presence, that: Individual 1 knew a significant drug dealer
24 whom Individual 1 identified as Victim R.C.; Victim R.C. currently
25 sold cocaine and fentanyl; and Victim R.C. stored illegal drugs at
26 Victim R.C.'s residence in the Los Angeles area.

27 Overt Act No. 12: In or around September 2021, during the
28 party at Iza's residence, defendant SAAVEDRA had a private

1 conversation with Individual 1, and Individual 1 repeated similar
2 statements to defendant.

3 Overt Act No. 13: On September 24, 2021, defendant SAAVEDRA
4 contacted a LASD narcotics detective and relayed the information he
5 received from Individual 1 knowing that it likely would cause law
6 enforcement to investigate Victim R.C., including by securing a
7 warrant to search Victim R.C.'s residence.

8 Overt Act No. 14: On September 24, 2021, during defendant
9 SAAVEDRA's conversation with the narcotics detective, defendant
10 SAAVEDRA deliberately concealed important information from the
11 narcotics detective, namely, that: (a) defendant SAAVEDRA received
12 the information he provided through a meeting facilitated by Iza,
13 defendant SAAVEDRA's private client; (b) Iza was paying defendant
14 SAAVEDRA approximately \$100,000 per month via Saavedra & Associates;
15 and (c) LASD Deputy 5 and LASD Deputy 6 recently had held a person at
16 gunpoint at Iza's residence, after which Iza forced that person to
17 send money to Iza.

18 Overt Act No. 15: In or around September 2021 through October
19 2021, defendant SAAVEDRA and Iza spoke multiple times about a
20 narcotics search warrant related to Victim R.C.

21 Overt Act No. 16: In or around October 2021, the narcotics
22 detective informed defendant SAAVEDRA that law enforcement had
23 obtained and executed a warrant to search Victim R.C.'s residence and
24 that officers did not find any illegal drugs inside the residence,
25 which information defendant SAAVEDRA later relayed to Iza.

**(4) Defendant SAAVEDRA Falsified Information in a Search
Warrant Affidavit to Secure a Warrant to Locate Victim
E.Z.'s Phone**

Overt Act No. 17: In or around late 2021, Iza told defendant SAAVEDRA that Iza wanted to obtain a laptop containing a large amount of cryptocurrency from Victim E.Z. so that Iza could access and convert the cryptocurrency.

Overt Act No. 18: In or around late 2021, Iza informed defendant SAAVEDRA that he believed Victim E.Z.'s associate, Victim D.D., may have been in possession of the laptop.

Overt Act No. 19: On December 15, 2021, defendant SAAVEDRA, LASD Deputy 7, Iza, and one of Iza's associates, Individual 2, traveled to Victim D.D.'s residence in Orange County to confront Victim D.D.

Overt Act No. 20: On December 15, 2021, while outside Victim D.D.'s residence, defendant SAAVEDRA identified himself as a law enforcement officer, displayed his badge, and told Victim D.D. that a stolen laptop was pinging at Victim D.D.'s residence.

Overt Act No. 21: On December 15, 2021, Victim D.D. refused to open the door and denied possessing a stolen laptop; soon thereafter, the local police arrived at Victim D.D.'s residence, spoke with defendant SAAVEDRA and Victim D.D., and stated there was nothing for the police to do, after which defendant SAAVEDRA and his group departed.

Overt Act No. 22: In or around late 2021 into early 2022, defendant SAAVEDRA and Iza continued to discuss Victim E.Z. and the laptop with cryptocurrency on it, including Iza's frustration by the

1 lack of progress made by a private investigator whom Iza had paid
2 large sums of money to locate Victim E.Z. and the laptop.

3 Overt Act No. 23: In or around late 2021 or early 2022,
4 defendant SAAVEDRA and Iza discussed and agreed that defendant
5 SAAVEDRA would use his position as a law enforcement officer to
6 obtain a search warrant for GPS location information associated with
7 Victim E.Z.'s telephone number to enable them to locate Victim E.Z.
8 and the laptop.

9 Overt Act No. 24: On January 6, 2022, defendant SAAVEDRA
10 applied for and obtained a search warrant under false pretenses from
11 a Los Angeles County Superior Court judge authorizing law enforcement
12 officers to obtain GPS location information associated with several
13 telephone numbers, including Victim E.Z.'s telephone number.

14 Overt Act No. 25: On January 6, 2022, in the sworn affidavit
15 supporting the search warrant application, defendant SAAVEDRA falsely
16 stated that Victim E.Z.'s telephone number was associated with a
17 suspect in a firearms investigation.

18 Overt Act No. 26: In or around early January 2022, soon after
19 securing the illegally obtained search warrant for GPS location
20 information associated with Victim E.Z.'s phone, defendant SAAVEDRA
21 began receiving pings from the service provider for Victim E.Z.'s
22 phone, which provided the approximate location of Victim E.Z.'s
23 phone.

24 Overt Act No. 27: In or around early January 2022, defendant
25 SAAVEDRA shared the pings with Iza.

26 Overt Act No. 28: In or around early January 2022, defendant
27 SAAVEDRA traveled to a neighborhood in Los Angeles where the pings
28

1 showed Victim E.Z.'s phone was located and saw Victim E.Z. outside a
2 residence in an apartment complex.

3 Overt Act No. 29: In or around early January 2022, defendant
4 SAAVEDRA notified Iza that he located Victim E.Z., and the two
5 proceeded to surveil the apartment complex and residence where
6 defendant SAAVEDRA had seen Victim E.Z.

7 Overt Act No. 30: In or around January 2022, defendant
8 SAAVEDRA learned that Iza had provided Victim E.Z.'s address to
9 others, including to the private investigator whom Iza had engaged to
10 locate Victim E.Z. and the laptop; thereafter, the private
11 investigator and his team surveilled Victim E.Z. for several months.

12 ***(5) Defendant SAAVEDRA Created a Fake Search Warrant to Scare***
13 ***and Secure Client 1 for Saavedra & Associates***

14 Overt Act No. 31: In or around 2022, Iza told defendant
15 SAAVEDRA that one of IZA's associates in the Los Angeles area, Client
16 1, who was involved in stealing large amounts of cryptocurrency, was
17 interested in obtaining private security; that defendant and/or
18 Saavedra & Associates could secure Client 1's business if Client 1
19 believed that Client 1 had something to worry about; and that Iza
20 wanted to scare Client 1 by making Client 1 believe that law
21 enforcement was investigating Client 1.

22 Overt Act No. 32: In or around 2022, defendant SAAVEDRA and
23 Iza discussed and agreed that defendant SAAVEDRA would prepare a fake
24 search warrant relating to Client 1 and stating that Client 1 was
25 under investigation.

26 Overt Act No. 33: In or around 2022, defendant SAAVEDRA
27 created a fake search warrant using an official LASD template that
28

1 named Client 1 and referenced, among other things, cryptocurrency and
2 digital devices.

3 Overt Act No. 34: In or around 2022, after completing the fake
4 search warrant, defendant SAAVEDRA directed another LASD deputy, LASD
5 Deputy 8, to print a copy of it and deliver it to Iza so that Iza
6 could present it to Client 1.

7 Overt Act No. 35: In or around 2022, after LASD Deputy 8
8 delivered the fake search warrant to Iza, Client 1 engaged Saavedra &
9 Associates to provide security for Client 1 and paid defendant
10 SAAVEDRA and/or Saavedra & Associates for security-related services
11 through Iza, who acted as an intermediary.

COUNT TWO

[26 U.S.C. § 7206(1)]

On or about April 18, 2022, in San Bernardino County, within the Central District of California, and elsewhere, defendant ERIC CHASE SAAVEDRA willfully made and subscribed to a materially false U.S. Individual Income Tax Return, Form 1040, for the calendar year 2021, which was verified by a written declaration from defendant SAAVEDRA that it was made under the penalties of perjury, and which defendant SAAVEDRA filed or caused to be filed with the Internal Revenue Service, knowing the tax return was not true and correct as to every material matter contained therein, in that defendant SAAVEDRA knew that he failed to report on the tax return approximately \$373,146 in income.

FORFEITURE ALLEGATION ONE

[18 U.S.C. § 924(d)(1) and 28 U.S.C. § 2461(c)]

1. Pursuant to Rule 32.2 of the Federal Rules of Criminal Procedure, notice is hereby given that the United States of America will seek forfeiture as part of any sentence, pursuant to Title 18, United States Code, Section 924(d)(1), and Title 28, United States Code, Section 2461(c), in the event of the defendant's conviction of the offense set forth in Count One of this Information.

2. Any defendant so convicted shall forfeit to the United States of America the following:

(a) All right, title, and interest in any firearm or ammunition involved in or used in any such offense; and

(b) To the extent such property is not available for forfeiture, a sum of money equal to the total value of the property described in subparagraph (a).

3. Pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c), the convicted defendant shall forfeit substitute property, up to the value of the property described in the preceding paragraph if, as the result of any act or omission of said defendant, the property described in the preceding paragraph or any portion thereof (a) cannot be located upon the exercise of due diligence; (b) has been transferred, sold to, or deposited with a third party; (c) has been placed beyond the jurisdiction of the court; (d) has been substantially diminished in value; or (e) has been commingled with other property that cannot be divided without difficulty.

FORFEITURE ALLEGATION TWO

[26 U.S.C. § 7301 and 28 U.S.C. § 2461(c)]

1. Pursuant to Rule 32.2(a) of the Federal Rules of Criminal Procedure, notice is hereby given that the United States of America will seek forfeiture as part of any sentence, pursuant to Title 26, United States Code, 7301, and Title 28, United States Code, Section 2461(c), in the event of the defendant's conviction of the offense set forth in Count Two of this Information.

2. The defendant, if so convicted, shall forfeit to the United States of America the following:

a. Any property sold or removed by the defendant in fraud of the internal revenue laws, or with design to avoid payment of such tax, or which was removed, deposited, or concealed, with intent to defraud the United States of such tax or any part thereof;

b. All property manufactured into property of a kind subject to tax for the purpose of selling such taxable property in fraud of the internal revenue laws, or with design to evade the payment of such tax;

c. All property whatsoever, in the place or building, or any yard or enclosure, where the property described in subsection (a) or (b) is found, or which is intended to be used in the making of property described in subsection (a), with intent to defraud the United States of tax or any part thereof, on the property described in subsection (a);

d. All property used as a container for, or which shall have contained, property described in subsection (a) or (b);

e. Any property (including aircraft, vehicles, vessels, or draft animals) used to transport or for the deposit or concealment

1 of property described in subsection (a) or (b), or any property used
2 to transport or for the deposit or concealment of property which is
3 intended to be used in the making or packaging of property described
4 in subsection (a); and

5 f. To the extent that such property is not available for
6 forfeiture, a sum of money equal to the total value of the property
7 described in this paragraph.

8 3. Pursuant to Title 21, United States Code, Section 853(p),
9 as incorporated by Title 28, United States Code, Section 2461(c), the
10 defendant, if so convicted, shall forfeit substitute property, up to
11 the total value of the property described in the preceding paragraph
12 if, as the result of any act or omission of the defendant, the
13 property described in the preceding paragraph, or any portion thereof
14 (a) cannot be located upon the exercise of due diligence; (b) has
15 been transferred, sold to or deposited with a third party; (c) has
16 been placed beyond the jurisdiction of the court; (d) has been

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1 substantially diminished in value; or (e) has been commingled with
2 other property that cannot be divided without difficulty.

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4 United States Attorney

5
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